

terms of the Ground Lease between said parties dated August 14, 1980.

- (ii) "Cash Flow Rental" to the City as provided in Section 8 of the Project Agreement. (After Camel and City shall have both received \$50,000 pursuant to this Section 8(h), the next \$5,000 will be paid exclusively to the City).
- (i) Current and accrued interest on the note from Hyatt to HCG Corporation, in the amount of \$836,000 dated as of July 15, 1980 (the "DC Note").
- (j) Current and accrued interest on note from Hyatt to GCC in the amount of \$3,344,000 dated as of July 15, 1980 (the "Original GCC Note").
- (k) Accrued minimum ground rent due from Hyatt to Camel, but unpaid.
- (l) On an equally divided basis:
  - (i) Payment of principal due on the HCG Note; and
  - (ii) Payment of principal due on the Original GCC Note.
- (m) Eighteen percent (18%) of the gross receipts of Project to Camel as "percentage rent," but not to exceed 62 1/2% of remaining cash and the balance, or not less than 37 1/2% of remaining cash, to be retained by Hyatt.

The fourth paragraph of Section 8 of the Project Agreement is amended by deleting the reference to \$110,000 and substituting in its place \$105,000.

Notwithstanding any provision herein or in any other instrument to the contrary, the order of payments set forth above does not constitute an acknowledgement or agreement by any holder of any construction or permanent loan secured by any portion of the Project that Hyatt's obligations to make certain payments or to perform any other acts under any of the documents evidencing or securing such loans shall be subordinate to its obligations to make any other payments to any party. Nothing contained herein or in any of the instruments referred to herein shall constitute the basis for any defense against the payment of debt service on any such loans at any time.

9. In order to clarify certain provisions set forth in the third paragraph of Section 17 of the Project Agreement, the parties hereto agree that, following a transfer or assignment of the Leasehold by reason of a foreclosure of the first mortgage